

Allendale Borough
P.B.A. Local 217
AGREEMENT

This AGREEMENT entered into this 3rd day of January,
¹⁹⁸⁰
~~1979~~ by and between the MAYOR AND COUNCIL OF THE BOROUGH OF ALLENDALE,
 acting for and on behalf of the Borough of Allendale (sometimes herein
 referred to as the "Borough") and P.B.A. LOCAL NO. 217 of THE NEW
 JERSEY STATE PATROLMEN'S BENEVOLENT ASSOCIATION (sometimes herein
 referred to as the "Department").

WITNESSETH

In consideration of the mutual promises contained herein, the
 parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I. Recognition: The Borough recognizes P.B.A. Local
 No. 217 of the New Jersey State Patrolmen's Benevolent Association as
 the sole and exclusive collective bargaining agent for the unit con-
 sisting of Detective Sergeant, Sergeants, and Patrolmen who have been
 duly appointed by the Mayor and Council of the Borough of Allendale.

ARTICLE II. Wages and Classifications:

Section 1. The following salary schedule shall be effective
 as of January 1, 1980 and shall remain in full force and effect until
 December 31, 1980, subject to the adoption of any required salary
 ordinance:

Detective Sergeant - - - - -	\$24,055.00
Sergeant - - - - -	22,730.00
Patrolman, After 4 Years Service - - - - -	21,260.00
Patrolman, During the Fourth Year - - - - -	19,425.00

January 1, 1980 - December 31, 1980

Patrolman, During the Third Year - - - - -	\$17,855.00
Patrolman, During the Second Year - - - - -	15,455.00
Probationary Patrolman - - - - -	12,510.00

Section 2. All wage increases as set forth above shall be effective on January 1, 1980. Longevity payment increases shall take effect on the anniversary date of all members of the Department to which such compensation applies.

ARTICLE III. Vacations: All members of the Department shall be entitled to ten (10) working days vacation after one (1) year of service and fifteen (15) working days vacation after five (5) years of service. Additional vacation days will be computed as follows:

After 6 years - - - - -	16 days
After 8 years - - - - -	17 days
After 10 years - - - - -	18 days
After 12 years - - - - -	19 days
After 14 years - - - - -	20 days

Probationary patrolman shall receive the equivalent or one (1) day per month vacation, limited to a maximum of ten (10) working days per year. Seniority will be recognized in vacation selection to the extent possible, except that proper coverage shall also be considered. If an officer believes that his seniority rights have not been duly considered, he may take the matter up as a grievance.

ARTICLE IV. Holidays: All members of the Department shall be entitled to twelve (12) paid holidays per year. All such members

shall have the option of taking said twelve days off or taking seven (7) days off and receiving compensation for the remaining five (5) at their base rate of pay. Reimbursement for any of these five days shall not be received prior to December 1st of the current year. Seniority will be recognized in holiday selection to the extent possible, except that proper coverage shall also be considered. If an officer believes that his seniority rights have not been duly considered, he may take the matter up as a grievance.

ARTICLE V. False Arrest Insurance: The Borough shall provide false arrest insurance for all members of the Department in the minimum amount of \$100,000.00 for each person, \$300,000.00 for each occurrence with an aggregate of \$500,000.00 coverage being provided by the Borough under the coverage required by this paragraph.

ARTICLE VI. Clothing Allowance: All members of the Department shall be guaranteed a clothing allowance of \$300.00 per year, except the Detective Sergeant, who as a non-uniformed member, is otherwise provided for. No man may exceed this amount unless another member is willing to give up part of his allowance. The Chief will control the style, quality and color of the uniform and equipment. Purchases shall be made from an approved list of shops to be agreed upon by the Chief and the P.B.A.

ARTICLE VII. Physical - Eye Examinations: The Borough, at its own expense, shall cause to be provided a complete physical and an eye examination for all members of the Department, biannually which shall be mandatory and which shall be performed by a doctor designated

by the Borough subject, however, to the approval of the Department.

ARTICLE VIII. Court Time: All members of the Department shall be entitled to compensation at the rate of straight time for all Municipal Court appearances with a minimum of two hours per appearance. Court time shall be recorded on all time cards and submitted by voucher to the Borough.

ARTICLE IX. Overtime: Overtime compensation shall be at the rate of time and one-half for all overtime except time required for Municipal Court appearances as outlined in ARTICLE VIII. If at the end of the present calendar year any member of the Department has accrued overtime for which no compensation has been paid or claimed, such member may carry over such accrued overtime not in excess of five days to be taken as days off within the first four months of the calendar year, 1980.

ARTICLE X. Grievance Procedure: The purpose of the grievance procedure shall be to settle all grievances between the policemen and their employer as quickly as possible, so as to insure efficiency and promote the morale of the Department.

A grievance is defined as any disagreement between the policemen and their employer involving the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. Grievances shall be concerned with, but not limited to, employment working conditions, and attitude of supervisors.

An aggrieved policeman shall first try to settle his grievance with his immediate supervisor. If at that point, the

individual is not satisfied with the determination of his immediate supervisor, he shall, within ten (10) days, reduce his grievance to writing and shall present same to the Chief for his determination.

Within ten (10) days after receipt of the grievance by the Chief, the Chief together with the Police Commissioner shall meet with the employee involved. After reviewing the case, the Chief shall, within ten days (10) thereafter, in writing, inform the aggrieved employee of the determination of the case.

In the event the employee in question is dissatisfied with the determination of the Chief and the Commissioner, he shall have the right to appeal to the Mayor and Council within ten (10) days from the date of receipt of the determination by the Chief.

Within ten (10) days after the request for a hearing by the individual alleged to be aggrieved, the Mayor and Council will fix a date for hearing.

Following the conclusion of the hearing, and within fifteen (15) days of said hearing, the Mayor and Council shall inform the individual, in writing, of the determination.

ARTICLE XI. Longevity: Members shall receive longevity compensation computed at two percent (2%) of the annual compensation for each four (4) years of service, up to a maximum of 10%.

ARTICLE XII. Life Insurance: The Borough shall provide \$10,000.00 life insurance with double indemnity coverage for each member at the Borough's expense. Additional life insurance coverage shall

be made available to those members electing to purchase such insurance, subject to approval and acceptance by the insurance company.

ARTICLE XIII. Medical Insurance: The Borough agrees to provide, at the Borough's expense, Blue Cross (#365), Blue Shield (UCR), and Rider "J", and group major medical insurance with minimum benefits as shown on the "Health Service, Inc." copy attached. The medical insurance coverage shall be continued for a dependent surviving spouse and minor children in the event of the death of a member as a result of the performance of police duties. Such coverage shall be discontinued upon remarriage of the surviving spouse.

For members of the Department who retire, the Borough will provide medical insurance coverage including family coverage and shall contribute to the cost of such coverage in accordance with the following schedule:

<u>Years of Service</u>	<u>% Borough Contribution</u>
Less than 25	None
At least 25 years but less than 30	75%
30 years or more	100%

Insurance coverage for retired personnel as authorized herein is secondary to any coverage or benefits available or which may become available from Medicare or any other sources of such insurance, governmental or otherwise. Additionally, such coverage as may be provided by the Borough will be discontinued for any period when insurance coverage is obtained as a result of other

employment but will be reinstated upon the termination of such other employment.

For members of the Department who are rendered completely disabled as verified by a medical certificate as acceptable to the Borough, as a result of injuries suffered in the performance of duty, the Borough will provide medical insurance coverage, including family coverage.

ARTICLE XIV. Pension: Effective January 1, 1974, the Borough shall enroll the covered members of this police agreement in the Police and Firemen's Retirement System of New Jersey.

ARTICLE XV. Sick Leave: Members of the Department are entitled to ten (10) incidental sick days per annum and additional benefits in cases of prolonged and incapacitating illnesses. An absence of more than seven (7) calendar days, when properly reported and when documented by a certificate of a physician in the form prescribed by the Borough, shall not count against the ten (10) day incidental sickness time currently being paid by the Borough of Allendale for all Borough personnel.

The Borough shall continue in effect disability insurance coverage under the Selected Risks Insurance Company, Policy No. SLTD 1003; provided, however, members shall individually pay the difference in cost between fifty percent (50%) of the monthly salary and seventy-five (75%) of monthly salary coverage.

ARTICLE XVI. Attendance at Funerals: In the event of a death in the employee's family, such as wife, husband, mother, father, child,

brother or sister, mother-in-law or father-in-law, or other close relative residing with the employee, the Department Head shall grant up to a three day leave of absence, between the time of death and burial, with pay. In the event an employee attends the funeral of any other close relative, the Department Head may grant a one day leave of absence with pay, for the day of burial.

ARTICLE XVII. Car Mileage Allowance: Reimbursement for use of personal cars on Borough business shall be at the rate of \$0.17 per mile.

ARTICLE XVIII. Seniority Clause: It is agreed that existing provisions and practices in Borough Ordinances, Resolution, or any other form, shall not be altered during the term of this contract.

ARTICLE XIX. State P.B.A. Delegate: When the State Delegate for P.B.A. 217 is an Allendale Police Department member, that individual shall be granted a maximum of twelve (12) paid days per year when attending P.B.A. State Delegate meetings or conventions.

ARTICLE XX. Other Provisions: In the event that a general cost of living wage adjustment for other Borough employees is granted (other than increases that are normally granted at the beginning of the year), it is agreed that this Contract can be re-opened, at the request of either party to negotiate that condition of the wage agreement only.

ARTICLE XXI. When Effective: This agreement shall be effective as of January 1, 1980 and shall remain in full force and effect until December 31, 1980.

ARTICLE XXII. Anything herein to the contrary notwithstanding, nothing in this Agreement shall be deemed to supersede the provisions of any other applicable law of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

BOROUGH OF ALLENDALE

Norma E. Colburn
Norma E. Colburn, Borough Clerk

By: Edward N. Fitzpatrick
Edward N. Fitzpatrick, Mayor

WITNESS:

P.B.A. LOCAL NO. 217 OF THE
NEW JERSEY STATE PATROLMEN'S
BENEVOLENT ASSOCIATION

Andrew J. Baumgardner

By: Clifford L. Beach